

Contract Number: \_\_\_\_\_

CFDA Number: 14.228**FEDERALLY-FUNDED SUBGRANT AGREEMENT****ECONOMIC DEVELOPMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and **Leon County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the U. S. Department of Housing and Urban Development, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A, the Activity Work Plan, Attachment B of this Agreement, and the Grant Application submitted by the Recipient on **December 23, 2005**, including subsequent revisions that are mutually agreed to by both parties, which are incorporated herein by reference ("the Grant Application").

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment C.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last date signed, unless terminated earlier in accordance with the provisions of Paragraph (10) of this Agreement. **CONTRACT EXTENSIONS WILL NOT BE GRANTED UNLESS RECIPIENT IS ABLE TO PROVIDE SUBSTANTIAL JUSTIFICATION AND THE DIVISION DIRECTOR APPROVES SUCH EXTENSION.**

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five (5) years from the date the audit report is issued, and shall allow the Department or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) The Recipient shall maintain all records, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work, Attachment A, Attachment B, Activity Work Plan, the Grant Application and subsequent revisions that are mutually agreed to by both parties, and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 6(d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

Department of Community Affairs  
Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

Department of Community Affairs  
Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(k) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide to the Department reports and information as identified in Attachment D.

(b) If all required reports and copies, prescribed above, are not sent to the department or are not completed in a manner "acceptable to the Department", the Department may withhold further payments until they are completed or may take such other action as set forth in

Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work and the Activity Work Plan, Attachments A and B of the Agreement, and the Grant Application and subsequent revisions that are mutually agreed to by both parties.

(c) The Recipient shall provide such additional program updates or information as may be required by the Department.

(d) The Recipient shall comply with the Environmental Assessment and Request for Release of Funds process as set forth in 24 C.F.R. Part 58 within ninety (90) days from the date of execution of this Agreement.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients, and consultants who are paid with funds under this Agreement, to ensure that time schedules are met, the Budget, Scope of Work and Grant Application activities are accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachments A and B of this Agreement and the Grant Application including subsequent revisions that are mutually agreed to by both parties.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor

General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph 11, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in



this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment A, the Activity Work Plan attached hereto as Attachment B and the Grant Application including subsequent revisions that are mutually agreed to by both parties, incorporated herein by reference.

(11) REMEDIES

Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. issuing a written notice of noncompliance to advise that more serious measures may be taken if the situation is not corrected;

3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) When this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

**Mr. Steve Fellerman, Financial Specialist  
Small Cities CDBG Program  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850/922-1881 - Fax: 850/922-5609  
Email: Steve.Fellerman@dca.state.fl.us**

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

**Mr. Don Lanham, Grants Program Coordinator  
Leon County  
301 South Monroe Street  
Tallahassee, Florida 32301  
Telephone: 850/606-1914 - Fax: 850/606-5301  
Email: lanhamd@leoncountyfl.gov**

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement to the extent applicable to the subcontract, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Activity Work Plan

Attachment C – Program Statutes, Regulations and Program Conditions

Attachment D – Reporting Requirements

Attachment F – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility  
And Voluntary Exclusion

Attachment J – Special Conditions

Attachment K – Signature Authorization Form

(17) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed **\$750,000.00** subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement, and the Grant Application.

(c) All funds shall be requested electronically through FloridaPAPERS. Only authorized signatory for the Recipient as set forth on the Signature Authorization Form, Attachment K to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient using the web portal at <http://dcaenterprise.eoconline.org/FloridaPAPERS/cdbg/>

(d) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the Grant Application as originally submitted that relate to preparation of the Grant Application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of this Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, is ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within forty (40) days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within fifteen (15) days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of

the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor,

supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 18(h)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor. **SUBMISSION OF ATTACHMENT H DOES NOT PRECLUDE THE RECIPIENT'S COMPLETION AND SUBMISSION OF THE "BIDDING INFORMATION AND CONTRACTOR ELIGIBILITY FORM."**



(i) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) If otherwise allowed under this Agreement, all bills for any travel expenses Shall be submitted in accordance with Section 112.061, Fla. Stat.

(l) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(m) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(n) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA.  
ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE**

OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement, which he or she knows or should know, could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

**RECIPIENT:**  
**LEON COUNTY**

BY: \_\_\_\_\_

Bill Proctor, Chairman  
Leon County Board of County Commissioners

Date: \_\_\_\_\_

**STATE OF FLORIDA**  
**DEPARTMENT OF COMMUNITY AFFAIRS**

BY: \_\_\_\_\_

Kimball Love, Director  
Housing and Community Development

Date: \_\_\_\_\_

**FID # 59-6000708**

## EXHIBIT 1

**Federal Resources awarded to the Recipient pursuant to this Agreement consist of the following:**

Federal Program: U.S. Department of Housing and Urban Development  
CFDA #14.228 \$ 750,000.00

**Compliance requirements applicable to the federal resources awarded pursuant to this Agreement are as follows:**

Note: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement and the Grant Application incorporated herein by reference.

The Recipient shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment C.

**Note: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal programs and State projects included in Exhibit 1 be provided to the Recipient.**

**Attachment A**  
**Budget and Scope of Work**

CONTRACT NUMBER: \_\_\_\_\_

## ATTACHMENT A

### PROGRAM BUDGET AND SCOPE OF WORK

\*\* SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMN 9 & 10 ABOVE)

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\_\_\_\_\_

**Attachment B**  
**Activity Work Plan**

**Currently being developed by Engineer**



## Attachment C

### State and Federal Statutes, Regulations and Program Conditions

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

#### Section I: State and Federal Statutes and Regulations

- |   |  |
|---|--|
| 1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;  | 35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;  |
| 2. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.;   | 36. Coastal Zone Management Act of 1972, P.L. 92-583;  |
| 3. Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.;   | 37. Architectural and Construction Standards;  |
| 4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;  | 38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;  |
| 5. Title I of the Housing and Community Development Act of 1974, as amended;  | 39. Executive Order 11296, relating to evaluation of flood hazards;  |
| 6. Treasury Circular 1075 regarding drawdown of CDBG funds;   | 40. Executive Order 11288, relating to prevention, control and abatement of water pollution;   |
| 7. Sections 290.0401-290.049, F.S.;   | 41. Cost-Effective Energy Conservation Standards, 24 C.F.R., Part 39;  |
| 8. Rule Chapter 9B-43, Fla. Admin. Code.;   | 42. Section 8 Existing Housing Quality Standards, 24 C.F.R., Part 882;   |
| 9. Department of Community Affairs Technical Memorandums;   | 43. Coastal Barrier Resource Act of 1982;  |
| 10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;   | 44. Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.;  |
| 11. Single Audit Act of 1984;   | 45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;   |
| 12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;                          | 46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;   |
| 13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R. Part 800); | 47. Age Discrimination Act of 1975;  |
| 14. Preservation of Archaeological and Historical Data Act of 1966;   | 48. Executive Order 12892- Fair Housing  |
| 15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;   | 49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;  |
| 16. Reservoir Salvage Act;  | 50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R., Part 8;   |
| 17. Safe Drinking Water Act of 1974, as amended;  | 51. Executive Order 11063 - Equal Opportunity in Housing;  |
| 18. Endangered Species Act of 1958, as amended;   | 52. Executive Order 11246 - Non-discrimination;  |
| 19. Executive Order 12898 - Environmental Justice   | 53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting; |
| 20. Executive Order 11988 and 24 C.F.R. Part 55 - Floodplain Management;  | 54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24;                                 |
| 21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et. seq.);  | 55. Copeland Anti-Kickback Act of 1934;  |
| 22. Executive Order 11990 - Protection of Wetlands;   | 56. Hatch Act;   |
| 23. Coastal Zone Management Act of 1968, as amended;  | 57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.);  |
| 24. Wild and Scenic Rivers Act of 1968, as amended;   | 58. OMBCirculars A-87, A-122, and A-133, as revised;   |
| 25. Clean Air Act of 1977;  | 59. Administrative Requirements for Grants, 24 C.F.R. Part 85;   |
| 26. HUD Environmental Standards (24 C.F.R. Part 58);  | 60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12.   |
| 27. Farmland Protection Policy Act of 1981;   |  |
| 28. Clean Water Act of 1977;  |  |
| 29. Davis - Bacon Act;  |  |
| 30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;  |  |
| 31. The Wildlife Coordination Act of 1958, as amended;  |  |
| 32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.);         |  |
| 33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B;       |  |
| 34. Flood Disaster Protection Act of 1973, P.L. 92-234;   |  |

## Section II: Program Conditions

1. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Budget) and Attachment B (Work Plans).
2. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original application submitted to the Department.
3. The Recipient shall not expend any CDBG funds for architectural or engineering services without Department approval.

For each procured and executed professional services contract for which CDBG funding will be requested, or within five (5) days of the execution of a professional services contract for which CDBG funding will be requested, the Recipient shall submit a copy of the following procurement documents:

- a. Public notice of the terms of the request for proposals in a newspaper of regional circulation, including an affidavit of publication;
- b. List of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
- c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
- d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
- e. Completed and signed final evaluation/ranking forms;
- f. Commission minutes approving contract award;
- g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
- h. Contract (signed or proposed);
- i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- j. If a protest was filed, a copy of the protest and documentation of resolution;
- k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.
- l. If a regional planning council or local government is performing administration services, submit only a copy of the contract and cost analysis information; and

- m. If professional services procurement will not be undertaken, advise the Department.
- 4. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed five thousand dollars (\$5,000), (for Economic Development Grants, not to exceed Eight Thousand Dollars) but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall undertake the following:
  - a. The documentation required in paragraph 3 above for any professional services contract.
  - b. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions.
  - c. If applicable in Housing and NR grants, if special assessments are to be charged to each household that is to be hooked up to the sewage system, document the source of those funds and verify that they are dedicated to the project for the purpose of funding said special assessments or impact fees.
- 5. The Recipient shall obtain approval from the Department prior to obligating CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 9B-43.003(3), Florida Administrative Code.
- 6. The Recipient shall obtain approval from the Department prior to expending CDBG funds for any engineering activities and costs that exceed the RUS Fee Curve plus Preliminary Engineering or are related to Section D of the RUS Form 1942-19. The Department will not reimburse or fund engineering activities or costs which are not eligible under the RUS fee schedule and Chapter 9B.43, Fla. Admin. Code.
- 7. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000:
  - a. Provide the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publicize any request for bids for construction purposes or distribute bid packages until the Department has provided to the Recipient written acceptance of the engineering specifications, construction plans, and bid documents.
  - b. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to the property owner of their rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable.

8. The Recipient shall annually undertake an activity to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4). Annually shall be defined as an activity for each year or one-third thereof from the effective date of the contract to the date of submission of the administrative closeout.
9. All leveraged funds shall be expended concurrently and proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
10. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
11. A deed restriction shall be recorded on any real property or facility acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the County in which the Recipient is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).
12. For properties constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a property scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
  - a. The property may contain lead-based paint;
  - b. The hazards of lead-based paint;
  - c. The symptoms and treatment of lead poisoning;
  - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
  - e. The need for and availability of blood lead-level screening for children under seven years of age; and
  - f. The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
13. Pursuant to Section 102(b), Public Law 101-235, 42 U.S.C. Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
  - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
- 14. A final Form HUD 2880 shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
- 15. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).
- 16. Any payment by the Recipient for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
- 17. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
- 18. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

### **For Economic Development Grants Only**

- 1. The Recipient shall enter into a Participating Party Agreement with the Participating Party in accordance with the terms of this Agreement. Said Participating Party Agreement shall provide in part that The Participating Party agrees to perform the specific activities described in the Grant Application. Such Participating Party Agreement shall include at a minimum the following provisions:
  - a. The Participating Party shall create and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs made available to members of low or moderate income families as specified in the Grant Application Form CDBG-E3 (10) and on Attachment A to this Agreement. If more than the number of full-time equivalent permanent net new jobs specified in Form CDBG-E-10 (K) of the Grant Application and on Attachment A to this Agreement are created and/or retained, fifty-one percent (51%) of those jobs shall be made available to members of low and moderate income families. These jobs shall be created and/or retained no later than the termination date of this Agreement, as it may be amended. Documentation shall be the Florida Small Cities CDBG Program Household Income Survey Form or its equivalent for each job created and/or retained. The documentation of the creation and/or retention of these jobs shall

be retained by The Participating Party for a period of five (5) years following the completion of review and clearance of a final audit for of this Agreement;

b. The Participating Party must comply with Chapter 119, Fla. Stat., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Participating Party in conjunction with this Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, Fla. Stat. is an act of default and shall be cause for the unilateral cancellation of the Participating Party Agreement and this Agreement;

c. The failure of the Participating Party to create or cause to be created and/or retain or to satisfactorily document the creation and/or retention of the agreed upon number of jobs to be made available to members of low or moderate income families, or to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Application, shall be an act of default under the Participating Party Agreement. The Recipient and the Grant Participating Party will define acts of default in the Participating Party Agreement to include the foregoing as an act of default;

d. The Participating Party shall provide or cause to be provided such training to members of families of low and moderate income as may be necessary to equip them with the skills required for them to obtain and retain the jobs to be created and/or retained;

e. The Participating Party shall expend at a minimum, after the date of the site visit, the amount of leverage referenced on Form CDBG-E3 (I)(A) and on Attachment A to this Agreement. The funds are to be expended on construction, and the Participating Party will furnish documentation of expenditures. This documentation shall be provided to the Recipient in a form and content satisfactory to the Department that allows accurate ready comparison between expenditures and related activities as defined on Form CDBG-E-3 (I)(A) of the Grant Application. This documentation shall be provided to the Recipient as the expenditures occur;

f. The Participating Party shall construct or cause to be constructed one or more buildings, which shall accommodate at a minimum the facility described in the Grant Application (the "Participating Party Facility"). The buildings shall remain titled in the name of the Participating Party until such time as all requirements in paragraph 1a of Attachment C, Section II: Program Conditions have been satisfied;

g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 33%, 66% and 100% complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be made a part of Attachment B Activity Work Plan of this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is "on schedule" under this Agreement;

h. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. These reports shall be delivered to the Recipient no later than the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative closeout report by the Recipient. The

ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;

i. The Participating Party shall also notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;

j. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;

k. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the "Participating Party Facility" within the time frame specified in the Participating Party Schedule;

l. That prior to execution of the Participating Party Agreement the Department must approve in writing the form and content of the Participating Party Agreement and any amendments thereto. The right of approval granted to the Department with respect to the Participating Party Agreement between the Recipient and The Participating Party shall survive the term of this Agreement. The Department does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;

m. The Participating Party Agreement shall not expire until the issuance of a letter by the Department to the Recipient approving the Administrative Closeout; however, all job creation must be completed by the termination date of this Agreement. Extension of the Award Agreement, pursuant to Fla. Admin. Code Rule 9B-43.014, shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;

n. The Participating Party shall hire at least one TANF client after the date of the site visit and prior to the Recipient's submission of the administrative closeout as provided on Form CDBG-E-4 (4) in the Grant Application.

o. The Participating Party shall utilize the service of the local workforce board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.

2. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG funds. New businesses that would otherwise not be able to locate and existing business that are now able to expand or create new jobs because of the availability of infrastructure must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that fifty-one (51%) percent of all new full-time equivalent jobs are taken by or made available to low and moderate income persons. Tracking of said job creation shall continue:

a. Until grant cost per job (defined as total grant amount divided by total jobs created or retained) by all Participating Parties no longer exceeds \$10,000, or

b. Until grant cost per job (defined as total grant amount divided by total jobs created or retained) by all businesses subsequently creating new jobs as a direct result of the availability of the infrastructure no longer exceeds \$10,000, or

- c. For one year following physical completion of the infrastructure, whichever comes first.
3. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity as defined on Attachments A and B of this Agreement.
  4. The Department will allow the Recipient to seek reimbursement for administrative, grant application preparation costs, preliminary and design engineering expenses incurred prior to the date of the Agreement. Reimbursement will be allowed only for those engineering activities undertaken by the Recipient and engineering expenses incurred by the Recipient after the date of the site visit. No reimbursement will be allowed for any engineering cost that would be approvable as a post-agreement expense for resident inspection (or observation), for any "Section D" expenses, or for expenses incurred by any entity other than the Recipient. Should this Agreement not be executed by the Department, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
  5. The Recipient shall design or cause to be designed and construct or cause to be constructed only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of The Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.



## Attachment D

### Reporting Requirements

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. The Request for Funds Form must be submitted electronically through FloridaPAPERS to the Department by an authorized signatory at a minimum of once per quarter within fifteen (15) days after the end of the quarter: April 15, July 15, October 15 and January 15. If no activity has taken place during the reporting period, a zero (-0-) Request for Funds must be submitted electronically indicating "no funds required".
3. The Projection of Contract Payments Form must be submitted to the Department (4) times a year: May 1, August 1, November 1 and February 1. In Section I indicate the amount of funds projected to be drawn-down for the applicable reporting period. If no funds will be required, a zero should be reflected in the applicable reporting period. In Section II, indicate current approved budget and available balance for each project activity.
4. A Quarterly Progress Report must be submitted to the Department fifteen (15) days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
5. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.

## Attachment F

### Warranties and Representations

#### Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that adequately identify the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (5) Accounting records, including cost accounting records that are supported by source documentation.

#### Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 9:00 A.M. to 5:00 P.M.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired.

**Attachment H**  
**Certification Regarding**  
**Debarment, Suspension, Ineligibility**  
**And Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
Contractor's Name and TitleLeon County\_\_\_\_\_  
Recipient's Name\_\_\_\_\_  
Signature\_\_\_\_\_  
DCA Contract Number\_\_\_\_\_  
Firm\_\_\_\_\_  
Street Address\_\_\_\_\_  
City, State, Zip\_\_\_\_\_  
Date

NOTE: SUBMISSION OF THIS FORM DOES NOT PRECLUDE RECIPIENT'S COMPLETION AND SUBMISSION OF THE "BIDDING INFORMATION AND CONTRACTOR ELIGIBILITY FORM."

**Attachment J**

**Special Conditions**

1. Prior to the submission to the Department of the project's plans and specifications, the County Engineer shall review the plans and specifications and shall certify that the same are the minimum infrastructure necessary for the Participating Party to expand and create the required jobs, or identify any work not required and which will be paid from non-CDBG sources.
2. The Street Improvement scope of the project to be funded by CDBG funds has been reduced from the amount proposed in the application to not exceed two hundred (200) feet of acceleration lane to the north of the project's entry point and to not exceed two hundred fifty (250) feet of deceleration/turn lane to the south of the project's entry point. The Department may elect to expand this scope with written certification from the Florida Department of Transportation that additional Street Improvements are required for the project.
3. The Recipient shall require the Participating Party to include the following language in all leases with businesses, which will utilize the CDBG funded infrastructure:
  - A. Satisfactorily create and document the creation of at least twenty-three (23) full-time equivalent permanent net new jobs in the County, of which thirteen (13) full-time equivalent permanent net new jobs are to be filled by members of low or moderate income families as specified in the CDBG Application and Attachment A of the CDBG Sub Grant Agreement. If more than twenty-three (23) full-time equivalent permanent net new jobs are created, then fifty-one percent (51%) of all permanent net new jobs on an aggregate basis shall be made available to members of low and moderate-income families. These new jobs shall be created and documented prior to the expiration date of the subject CDBG grant;
  - B. Satisfactorily document these jobs created by the lessee with the Florida Small Cities CDBG Program Household Income Survey Form (CDBG-E-12) as well as payroll reports as requested. For businesses expanding as a result of the CDBG infrastructure, acceptable documentation must be made available from the lessee documenting the number of full time employees employed immediately prior to the expansion. These requirements for documentation shall survive the term of this Agreement and such documentation shall be maintained for a period of no less than five (5) years following the completion of a final audit and administrative closeout by DCA relative to this Agreement;
  - C. Continue to document the creation of any additional created new jobs that were created as a result of the CDBG funded infrastructure improvements by submitting to the County, a Florida Small Cities CDBG Household Income Survey Form for each newly created job. This requirement shall be in place for a period of twelve (12) months following the physical completion of the infrastructure or until a total of seventy-six (76) net new jobs are created, by the lessee or others that utilize the infrastructure created as a result of this CDBG Project;
  - D. Provide or cause to be provided such training to members of families of low and moderate income as may equip them with the skills required for them to obtain and retain the jobs to be created;
  - E. Provide to the County or its agents such reasonable information concerning the project as the County may reasonably require;
  - F. Fully comply with Chapter 119, Florida Statutes, as pertaining to all documents, papers, letters or other materials made or received by Westlake Center in connection with this Agreement

as such documents, papers, letters and materials are subject to Chapter 119. The failure of the lessee to comply with Chapter 119 requirements shall be deemed an act of default and shall be cause for the unilateral cancellation this Agreement; and

G. Hire at least one TANF client after the date of the DCA Site Visit and prior to the County's submission of the administrative closeout as provide on Form CDBG-E-4(4).

**ATTACHMENT K**  
**Signature Authorization Form**

To be completed by Staff